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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

Chapter 11

**GENERAL MOTORS CORP., et al**

Case No.: 09-50026 -REG  
Jointly Administered

Debtors.

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**OBJECTION OF RAYCOM MEDIA, INC. TO  
PROPOSED ASSUMPTION AND ASSIGNMENT OF THE ASSUMABLE  
EXECUTORY CONTRACT(S) WITH RAYCOM MEDIA, INC.**

Raycom Media, Inc. ("Raycom") hereby submits this objection (the "(Objection)") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and (II) Cure Costs Related Thereto (the "Notice of Intent"), served upon Raycom by the Debtors pursuant to this Court's Order Pursuant To 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (I) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC., a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline And Sale Hearing Date; (III) Establishing Assumption And Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the "Bidding Procedures Order") , stating as follows:

1. The Debtors commenced their voluntary Chapter 11 bankruptcy cases on June 1, 2009.
2. On June 2, 2009, this Court entered the Bidding Procedures Order, which includes procedures regarding Debtors' assumption and assignment of executory contracts.

3. Pursuant to the Bidding Procedures Order, the Debtors delivered a Notice of Intent to Raycom indicating that the Debtors intend to assume and assign one (1) contract with Raycom (the "Assumed Contract"). Raycom believes it has more than one (1) contract with the Debtors which is an executory contract.

4. Raycom has no objection to the assumption of the Assumed Contract provided that the correct cure amount or amounts are paid. However, the information provided to Raycom is insufficient for Raycom to determine what cure amount it is that the Debtors acknowledge to be outstanding. The document to which Raycom has been referred is devoid of any information as to the contract including the outstanding amount.

5. Raycom files this objection to preserve its right to ascertain what is the correct intended cure amount and how many contracts the Debtors are actually intending to assume.

6. Further, the Bidding Procedures Order and the Notice of Intent state that the cure amount shall be those amounts that were in default as of the Petition Date as opposed to the date on which the contract(s) will actually be assumed by the Debtors and assigned to the Purchaser, as required under provisions of 11 U.S.C. §365. In that Raycom is unable to determine which contract or contracts the Debtor is proposing to assume and in that the website information to which Raycom was referred contains no cure amount at all, Raycom preserves its rights to object to the cure and assumption if it is determined that there are post-petition sums remaining due and owing as well as pre-petition defaults.

Dated: June 11, 2009  
Syosset, New York

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